DOCUMENT RESUME

ED 123 936 HE 007 172

TITLE	New England College Academic Manual, 1975-1976.
INSTITUTION	New England Coll., Henniker, N.H.
PUB DATE	Sep 75
NOTE	68p.
EDRS PRICE	MF-$0.83 HC-$3.50 Plus Postage.
DESCRIPTORS	Academic Freedom; *Administrative Policy; Affirmative Action; College Environment; *College Faculty; Committees; Faculty Evaluation; Faculty Promotion; Governance; *Higher Education; Job Tenure; Leave of Absence; *Personnel Policy; *Private Colleges; Teacher Responsibility
IDENTIFIERS	*Faculty Handbooks; New England College

ABSTRACT

College rules and regulations governing faculty personnel policy and academic policies and procedures are presented in this September 1975 edition of the manual. Part 1 consists of the college's final proposal to the faculty federation and includes some controversial matters such as an article dealing with salaries and salary adjustments. Part 2 consists of a restatement of the old academic policies and procedures as amended in the past two years and as modified by Part 1. Several items require attention by the appropriate committees of the faculty-at-large and each of the faculties. Part 3 contains pertinent statements concerning the reorganization of the college. Specific topics covered include: academic freedom, probation, admission, anti-discrimination, courses, dismissal, student and faculty evaluation, faculty responsibilities, grievance, honors, instructional aids, leave of absence, promotion and merit, reappointment, grading, retirement, standing committees, suspension, tenure, and waivers. (LBH)

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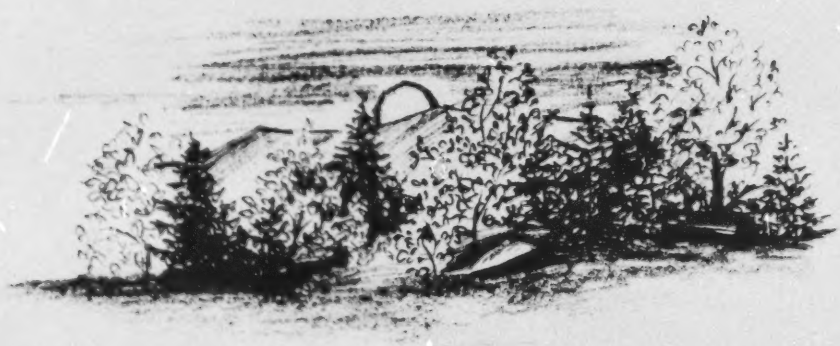
ED123936

NEW ENGLAND COLLEGE

ACADEMIC MANUAL

1975 – 1976



Henniker, New Hampshire
September 1975

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NE 007 172

August 1, 1975

This Academic Manual compiles for the first time in two years College rules and regulations governing faculty personnel policy and academic policies and procedures [formerly published as separate documents – Faculty Personnel Policy (FPP) and Academic Policies and Procedures (APP)].

Part I consists of the College's final proposal to the Henniker-Arundel Faculty Federation of April 11, 1975, promulgated by the President on June 19, 1975. It contains a number of technical errors which proved to be noncontroversial in informal discussions between April 11 and May 19 when negotiators for the College and Federation initialed an agreement subsequently rejected by the Federation membership. I hope these technical, noncontroversial errors can be removed in negotiating sessions. (Examples: failure to make provision for student representation on Committees, clarification of procedures for increases in salaries following promotion, "printing" procedures, notification dates for new contracts or letters of appointment.)

Part I also contains controversial matters including an article dealing with salaries and salary adjustments. I hope that these matters may also be resolved quickly, hopefully by the time the semester opens in the Fall of 1975. They are, in lieu of such a settlement, reprinted here as they appeared on April 11, 1975.

Part II consists of a restatement of the old Academic Policies and Procedures as amended in the past two years and as modified by Part I. There are a number of items which require attention by the appropriate committees of the Faculty-at-Large and each of the Faculties.

Part III includes pertinent statements concerning the reorganization of the College undertaken in September 1974 as well as resolutions passed by the Board of Trustees and President J. Kenneth Cummiskey's letter promulgating the College's April 11, 1975, proposal.

Two years of crisis have created real difficulties with respect to the maintenance of orderly and well-understood procedures. In attempting to make sense out of the old text of APP and fit it to the changes in organization effected in the interval as well as to the terms of the contract, there undoubtedly have been errors of omission. I would appreciate it if each of you, particularly the many members of the faculty who have worked for years on the development of the College's academic procedures, would scrutinize the document carefully and point out mistakes. Errors will be corrected by means of notice in the Faculty Bulletin.

Dr. Charles R. Puglia, Dean of Administrative Affairs, is responsible for much of the hard work which went into compiling the manual. I appreciate his efforts. To the extent that errors exist in the document, I assume full responsibility.

Erwin A Jaffe
Dean of Academic Affairs

PART I – THE FACULTY

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ARTICLE I

DEFINITIONS

1. **College.** The term "College" as used in this Agreement shall refer to New England College at Henniker, New Hampshire.

2. **Federation.** The term "Federation" as used in this Agreement shall refer to the Henniker-Arundel Faculty Federation, American Federation of Teachers, AFL-CIO.

3. **Board.** The term "Board" as used in this Agreement shall refer to the Board of Trustees of New England College.

4. **President.** The term "President" as used in this Agreement shall mean the chief executive officer of New England College, or a person acting in that capacity, duly appointed and authorized by the Board.

5. **Dean.** The term "Dean" as used in this Agreement shall mean the Dean of Academic Affairs or the person holding the equivalent position as may be designated from time to time by the President or the Board.

6. **A Faculty.** The term "a Faculty" as used in this Agreement shall refer to the academic units of the faculty-at-large as are now or may from time to time hereafter be recognized by the Board.

7. **Non-reappointment.** The term "Non-reappointment" as used in this Agreement shall be defined as the determination by the College not to continue an existing appointment beyond the expiration thereof. In the case of a rolling contract, non-reappointment shall refer only to notification applicable to the third year of a faculty member's original three-year rolling appointment.

8. **Termination.** The term "Termination" as used in this Agreement shall be defined as dismissal of a faculty member during a term or tenured appointment.

9. **Recommend.** The term "Recommend" as used in this Agreement shall mean: to investigate, examine, deliberate, advise and counsel.

10. **Promotion.** The term "Promotion" as used in this Agreement shall be defined as the movement of a faculty member from one academic rank to a rank above.

ARTICLE II

RECOGNITION

1. The College recognizes the Federation as the exclusive bargaining agent for all full-time teaching faculty holding the rank of instructor, assistant professor, associate professor, professor, or New England professor, and professional librarians employed by the College at its Henniker, New Hampshire, campus, but excluding all other employees, part-time faculty members, office clerical employees, guards, administrative employees, the President, Vice President, the Head Librarian, the deans and all other supervisors as defined in the Act.

2. It is understood that nothing contained in this Article shall be construed to prevent the Board of Trustees or any official of the College Administration from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective bargaining, any changes or modifications shall be made only through negotiations and agreement with the Federation.

ARTICLE III

ACADEMIC FREEDOM

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen, every faculty member has the same freedoms as other citizens. However, in his actions and utterances outside the classroom he has an obligation to indicate that he is not an institutional spokesman.

ARTICLE IV

ANTI-DISCRIMINATION

The parties shall not discriminate against any faculty member or against any applicant for employment in positions in the faculty by reason of age, race, creed, marital status, color, sex, religion, national origin, citizenship, or membership or non membership in the Federation, provided that nothing herein shall be construed to allow non-members of the Federation to engage in votes or other Federation activities.

ARTICLE V

FACULTY

1. **Definition of Faculty**

The Faculty-at-Large consists of all those who hold academic rank (NewEngland Professor, Professor, Associate Professor, Assistant Professor, Instructor, Lecturer) and the President, Dean of Academic Affairs, Dean of Student Affairs, and Professional Librarians. Coordinators will be considered as members of the Faculty-at-Large.

2. **Individual Contracts**

a. General

Contracts to faculty members who are in the bargaining unit will be issued in the name of the Board of Turstees, signed by the President as their authorized agent. They state the salary, the period of appointment, and academic rank, and shall be subject to and consistent with the terms of this Agreement. Contracts shall be in possession of both the institution and the faculty member before the appointment is consummated, and their terms are binding on both parties to the Agreement.

b. Term

Contracts are issued for term appointments of one or three years or as continuous appointments with tenure.

c. Relationship to Agreement

Rights and benefits of faculty members set forth in the Agreement shall be incorporated into and made part of any individual contract of employment with the College. In the event of conflict between the terms of individual contracts and this Agreement, the latter shall be controlling. This Agreement shall be referred to in employment contracts issued to faculty members.

3 **Academic Rank**

Contracts are issued to faculty members at the following ranks, with the criteria as indicated:

a. Lecturer

A Lecturer is appointed to teach less than a full-time teaching load. Appointments to Lectureships will be for one or two semesters.

b. Instructor

An Instructor will possess a master's degree or the appropriate credentials. No one may hold the rank of Instructor for more than four years.

c Assistant Professor

An Assistant Professor possesses a master's degree, will have at least two years appropriate teaching experience; or will have completed doctoral studies at least through the comprehensive examinations; or will have other appropriate credentials.

d. Associate Professor

An Associate Professor possesses a doctor's degree or the terminal degree in the field in which he or she teaches, and has at least five years appropriate teaching experience; or will have other appropriate credentials.

e Professor

A Professor possesses a doctor's degree or the terminal degree in the field in which he or she teaches, and has at least ten years appropriate teaching experience; or will have other appropriate credentials.

f New England Professor

New England Professorships are offered to men and women of distinguished achievement. "Distinguished achievement" means:

(1) Substantial scholarly publication or its equivalent in the creative arts;

(2) Professional recognition by one's peers either in the arts or the academy;

(3) Active participation in national professional or artistic associations; and above all,

(4) Gifted teaching accomplishments in the past.

New England Professors are expected to carry out all the responsibilities of faculty members. In addition: they are to act as catalysts and advisers with respect to the improvement of teaching and the establishment and maintenance of quality programs at the College; and they are expected to continue reasonably substantial scholarly and professional activities in their particular disciplines or areas of academic interest. New England Professors shall be subject to the evaluation procedures applicable to other members of the teaching faculty.

g Visiting Professor

A Visiting Professor is appointed for a period of no more than two years, and the initial contract for such an appointment shall be terminal.

h. Professional Librarians

Professional Librarians possess a graduate degree from an accredited library school. They are hired to perform specific and discrete functions (i.e., acquisitions, administration, circulation, reference and technical processing) within the College Library.

i. The extent to which "other appropriate credentials" meet the criteria herein specified will be determined by the Dean of Academic Affairs after consultation with the Coordinator and members of the appropriate Faculty.

ARTICLE VI

FACULTY RESPONSIBILITIES

1 Responsibilities of full time teaching members of the Faculty:

a The teaching load of a full time faculty member is three courses per semester plus two January Terms within three years, but this teaching load may be altered by mutual agreement of the faculty member and the Dean of Academic Affairs, provided that notice and opportunity to be present at such adjustment or negotiations is given to the Federation.

b For purposes of computing workload, laboratories connected with advanced courses will be counted as ½ course.

c. Summer session or other special session contracts (outside of January Term) shall be negotiated by the appropriate administrative officer of the College and the faculty member involved, provided that notice and opportunity to be present at such adjustment or negotiations is given to the Federation.

d In order to meet his/her responsibilities fully, a faculty member:

(1) Teaches effectively.
(2) Serves on College committees.
(3) Participates in the academic advising program.
(4) Attends faculty-at-large meetings and other academic functions.
(5) Contributes other academic and professional activities.
(6) Is expected to be on campus teaching or holding office hours for at least four days per week. Faculty members must schedule ten office hours per week.

e. Henniker-Arundel exchanges of faculty shall be made provided the changes are mutually agreed to by the faculty members involved and the appropriate administrative officers.

2. Faculty teaching assignments shall be decided by the academic area coordinator in consultation with members of the academic area, subject to the approval of the Dean of Academic Affairs.

3. Professional librarians are expected to be familiar with library operations and capable of assuming other library functions than those in which they specialize. They are full-time employees as per the terms of their individual contracts and carry out their responsibilities under the direction and supervision of the Head Librarian.

4 Faculty Coordinators shall be appointed by the Dean of Academic Affairs. However, no such appointee shall be required to accept such appointment as a condition of employment.

ARTICLE VII

COMMITTEES OF THE FACULTY

1. Procedure

a. All recommendations made by any faculty committee will be submitted in writing to the appropriate administrative officer of the College.

b. Within two weeks of receipt of a recommendation from a faculty committee, the appropriate administrative officer may, at his discretion, meet with the committee to discuss the matter. In any event, within the two-week period unless extended by mutual agreement, the administrative officer will advise the committee in writing of his/her acceptance or rejection of the recommendation.

c. If the recommendation is accepted by the appropriate administrative officer, such recommendation will be published in the Faculty Bulletin according to the following schedule:

(1) First printing, clearly labeled as FIRST PRINTING.

(2) Second printing, clearly labeled as SECOND PRINTING, and published two weeks subsequent to the First Printing.

(3) Two weeks subsequent to the Second Printing, the recommendation will become the recommendation of the appropriate administrative officer and the Faculty-at-Large, subject to the further approval of the Board of Trustees, unless interrupted during this or the prior period according to the provisions of point d. below, in which case the latter will apply.

d. If the recommendation is rejected by the appropriate administrative officer, or if five or more faculty members make written request to the Dean of Academic Affairs prior to the end of the second week following the Second Printing (in which case the process in point c. above is thereby interrupted, see c-3 above), the Dean will place the matter on the agenda of a subsequent meeting of the Faculty-at-Large. If, as a result of such meeting, the recommendation of the Faculty-at-Large differs from that of the faculty committee and/or the appropriate officer, the administrative officer may nevertheless act to implement his/her recommendation. In any situation in which the officer acts at variance with the recommendation of the Faculty-at-Large, the latter and the Henniker-Arundel Faculty Federation have the right to submit written advice to the Board of Trustees of the faculty's contrary position and the reasons therefor.

e. Nothing herein limits the right of the administrative officer to implement recommendations contrary to those of the Faculty-at-Large or of any faculty committee, subject to further orders of the Board of Trustees at a later date.

2. Standing Committees

a. General

Except where indicated, committee membership should conform to the following guidelines:

Committee members should total to an odd number. There should be provision for open nominations as well as elections by the Faculty-at-Large. Consideration should be given to nomination of interested and competent persons who are willing and have the time to participate. Terms should be staggered as much as possible. There should be some limitation on the number of committees a person can serve on at one time.

b. Committees Concerned with Academic Policy

Academic Policy Committee

Duties: Make recommendations to the appropriate administrative officer concerning academic policy and procedures, including curriculum and standards and related matters, except as respects the January Term or the School of Continuing Education.

Constituency: Determined by the Faculty-at-Large

Space and Calendar Committee

Duties: Make recommendations to the appropriate administrative officer concerning any and all aspects of College space and calendar matters.

Constituency: Determined by the Faculty-at-Large

January Term Committee

Duties: Make recommendations to the appropriate administrative officer concerning policy and procedures related to the January Term, including curriculum and standards.

Constituency: Determined by the Faculty-at-Large

c Committees Concerned with Personnel Actions and Evaluation

Procedures governing these committees are not subject to Paragraphs 1b, c and d of this Article and are specified below and/or in the appropriately entitled Articles.

Tenure Committee

Duties: To review and evaluate faculty members eligible for tenure and when appropriate recommend the granting of tenure as per the provisions of Article XIV (Tenure). Five affirmative votes are required for a tenure recommendation to go to the Dean of Academic Affairs.

Constituency: A total of six faculty members selected as follows: four elected by the Faculty-at-Large, at least three of whom must have tenure and one of whom may have been awarded tenure by the Board of Trustees but subsequently refused tenure due to personal conviction and two tenured faculty appointed by the Dean of Academic Affairs.

Promotion and Merit Committee

Duties: To review and evaluate faculty members eligible for promotion and merit increases as per Article XI (Promotion and Merit).

Constituency: A total of six members selected as follows: three elected by the Faculty-at-Large and three appointed by the Dean of Academic Affairs.

Evaluating Committees: Duties, constituency and procedures as per Article IX (Evaluation).

d Committee Concerned with Degree Programs in Continuing Education

Continuing Education Committee

Duties: Assist the School of Continuing Education in the development of curriculum and academic standards in degree programs by appropriate recommendations to the Dean of the School of Continuing Education. Proposals for consideration by the Committee may be made by any committee member or by the Dean of the School of Continuing Education. The procedural provisions of Paragraph 1 of this Article shall apply to recommendations of this Committee except that, if a recommendation is rejected by the Dean of the School of Continuing Education, paragraph 1d shall not take effect unless the recommendation so rejected obtains a favorable affirmative vote of at least five members of the Committee.

Constituency: A total of seven faculty members selected as follows: four elected by the Faculty-at-Large, and three appointed by the Dean of the School of Continuing Education.

e When the Faculty-at-Large elects committee members in accordance with the provisions of these paragraphs (2b, c, d), administrative officers of the College who hold faculty rank shall not be eligible to vote.

3. No individual faculty member may simultaneously serve on more than one of the following at any one time: the Tenure Committee, the Promotion and Merit Committee, and the Evaluating Committee.

ARTICLE VIII

APPOINTMENT

1. Members of the College faculty shall be appointed at the following ranks: New England professor, professor, associate professor, assistant professor, instructor, lecturer, professional librarian, visiting professor.

2 Full time faculty at the College will be initially appointed for one-year periods in most cases; however, the College reserves the right to hire faculty and grant a three-year contract to such faculty in certain cases. The College further reserves the right to appoint visiting faculty members.

ARTICLE IX

EVALUATION

1. The purpose of professional evaluation shall be:

   a. To encourage the improvement of individual professional performance.
   b. To provide a basis for decisions on reappointment, tenure and promotions.

2. Total academic performance shall be evaluated but especial attention shall be given to teaching effectiveness. The term "teaching effectiveness" refers to classroom performance but also to the following:

   a. Related instructional activities.
   b. Administrative assignments related to instructional activities.
   c. Student advising.
   d. Course and curricula development.
   e. Other professional and civic activities.

3. Evaluation of faculty members shall be the responsibility of the Dean of Academic Affairs.

4. The Dean of Academic Affairs annually issues a statement of general explanation concerning the standards and criteria mentioned in this Article. Any faculty member who feels that the general statement does not fully embrace his/her possible contributions to New England College shall be free to discuss with the Dean specific addenda to that statement in his/her evaluation.

5. Positive evaluation at New England College is dependent on excellence in teaching. If teaching is evaluated as satisfactory but not excellent, then a positive evaluation can result provided substantial contributions under the categories in point 2 are incorporated in the Dean's evaluation.

6. Timetable for faculty evaluation:

   a. Faculty on initial one-year renewable contracts will be evaluated at the end of the first semester.
   b. Faculty in their second year with one-year renewable contracts will be evaluated during the first semester of their second year.
   c. Faculty in their third or subsequent year with one-year contracts will be evaluated either in the first or second semester of each year.
   d. Faculty on other than a one-year contract will be evaluated at least once every three years.

7. a. Each Faculty (i.e., academic units of the Faculty-at Large) shall annually within two weeks of registration for the Fall Semester elect two members to serve on Professional Evaluation Committees.
   b. The Dean of Academic Affairs shall then appoint four professional evaluation committees made up of the members of the elected pool (none of which may include more than one member from any particular Faculty).
   c. After determining which members of the Faculty-at-Large are to be evaluated in accordance with the time-table incorporated in this Article, the Dean shall assign each individual evaluation to one of the four committees. In all instances, the evaluating committee shall include a member of the individual's Faculty.
   d. The evaluating committee, in cooperation with the Dean, shall take into account the following data with respect to evaluation:

      (1) Class evaluation froms, standardized.
      (2) Colleagues' evaluations.
      (3) Evaluations by senior undergraduates when possible.
      (4) Materials resulting from classroom visitations.
      (5) Academic advising forms.
      (6) Forms providing information concerning each faculty member's contributions to the College community and his/her professional activities. Such forms will be distributed at appropriate times by the Office of Academic Affairs; faculty members are expected to cooperate in filling out forms.
      (7) All evaluation materials are kept in the individual faculty member's personnel files, consistent with provisions governing those files in this contract agreement.

8. The evaluating committee shall submit their evaluations in sufficient time to permit the Dean to consider their findings. "Sufficient time" means that the Dean will be able to operate well within the time limitations governing issuance of new contracts, terminal contracts, notices of nonreappointment, etc. The Dean shall notify each evaluating committee of the time limitations applicable in each instance.

9. A copy of the Dean's evaluation, together with the committee's, shall be made available to the faculty member being evaluated. If the faculty member is not satisfied with the recommendation and requests additional consideration, a second evaluating committee (including one member from the individual's Faculty) will be asked for an additional opinion.

10. All evaluations will be forwarded to the President of the College when they involve recommendations for nonreappointment, discharge, termination, nonrenewal, etc.

11. This Article shall take effect in September 1975.

ARTICLE X

REAPPOINTMENT

1 After three years at New England College a faculty member is eligible for a rolling three-year contract. After six years at New England College a faculty member must be offered a rolling three-year contract or tenure or the faculty member will automatically receive a terminal contract for the seventh year.

2 The status of each faculty member shall be reviewed before the conclusion of his term of most recent appointment and in time to permit considered action upon his possible reappointment or promotion. (See Article IX, Evaluation).

3 Offers of reappointment to the faculty shall in all cases be tendered in writing and shall include the terms and conditions of reappointment. Such offer shall be mailed no later than June 30.

4 Acceptance of reappointment shall be indicated by returning the signed letter of appointment. In the case of a person already serving on the faculty such acceptance shall be returned not more than fifteen days after the notification date.

5 Three year Rolling Appointments:

a. A faculty member shall be eligible after three years of service at the College for a three-year rolling appointment.

b. Three-year rolling appointments shall operate in the following manner:

After one year of service on a three-year rolling appointment, the faculty member will be given a new three year rolling appointment (i.e., the appointment will roll) if his performance is regarded as satisfactory. If the faculty member's performance is not regarded as satisfactory, the faculty member shall be so notified in writing and will continue on the second year of his three-year rolling appointment. If after the second year of the three-year rolling appointment, the faculty member's performance has improved and is regarded as satisfactory at that time, he will be given a new three-year rolling appointment; if his performance is still regarded as unsatisfactory, he shall be so notified in writing and the contract will not roll. The faculty member will then continue on the third year of his original three-year rolling appointment and that year's appointment will be regarded as terminal.

ARTICLE XI

PROMOTION AND MERIT

1 Merit bonuses may be awarded annually to selected members of the faculty. Such bonuses are in recognition of quality of performance and will be awarded according to the following eligibility and procedure:

a Eligibility – Faculty members will be deemed meritorious by performing in a manner clearly superior to the norm at New England College. Meritorious performance is evidenced by outstanding fulfillment of the following:

(1) Teaching effectiveness at New England College.
(2) Service and contribution to the New England College community and the wider community it serves.
(3) Scholarly achievements.

b Procedure – Procedure (dates specified herein are of the academic year preceding the one in which the advance is desired to be effective). Faculty members who consider themselves eligible for merit advance may submit their own nomination in writing to the Dean of Academic Affairs by October 15. The Dean of Academic Affairs will submit such nominations received by him, together with any others he considers eligible, to the Merit and Promotion Committe by October 31. The Committe will consider all such nominations received from or through the Dean of Academic Affairs, and any additional names the Committee believes appropriate. The Committee will make a positive or negative recommendation on all cases considered and submit such written recommendations to the Dean of Academic Affairs by December 15. The Dean of Academic Affairs will forward all recommendations received from the Committee, together with his own recommendation on each case, to the President, who will make the final decision.

2 Promotions in rank may be granted in a new year according to established criteria, and may involve an advance of one or two steps in salary scale. Such promotions will be awarded according to the following:

a Eligibility – Determined according to the specifications of Article V, Faculty.

b Procedure – Identical to b above.

ARTICLE XII

SALARY

1. Scale

For the academic year 1974-1975, salaries of faculty members, and the steps within ranges, shall remain the same as those for 1973-1974. The total number of steps is 38, the lowest of which is $9,150, and the highest of which is $18,400. The difference between consecutive steps at any point on the scale is $250, and the scale in detail is as follows:

STEP	SALARY	STEP	SALARY	STEP	SALARY
38	$18,400	25	$15,150	12	$11,900
37	18,150	24	14,900	11	11,650
36	17,900	23	14,650	10	11,400
35	17,650	22	14,400	9	11,150
34	17,400	21	14,150	8	10,900
33	17,150	20	13,900	7	10,650
32	16,900	19	13,650	6	10,400
31	16,650	18	13,400	5	10,150
30	16,400	17	13,150	4	9,900
29	16,150	16	12,900	3	9,650
28	15,900	15	12,650	2	9,400
27	15,650	14	12,400	1	9,150
26	15,400	13	12,150		

2 Initial Appointment

For first appointments in the future, initial placement of a faculty member on the scale will be at one of the steps specified below for the academic rank at which the person is appointed.

ACADEMIC RANK	INCLUSIVE STEPS
Professor & New England Professor	21 - 38
Associate Professor	12 - 25
Assistant Professor	5 - 20
Instructor	1 - 6
Professional Librarians	1 - 25

These ranges apply only to initial placement of future appointees on the scale; subsequent advances by reason of merit and time in service will take effect without regard to any upper limit shown in the above ranges.

3. Cost of Living

A single percentage factor will be determined each year, reflecting the change in cost of living and the financial condition of the College. The factor will be applied equally to each step on the scale so that each step, and the dollar difference between consecutive steps at any point on the scale (currently $250), will be thereby changed by the same percentage, except that each amount so computed will be rounded to the nearest ten dollars.

4. Seniority

Each full time faculty member will automatically advance one step each year, reflecting years of full-time continuous service to the College.

5 Inequities

Recognizing that inequities of relative salary may exist currently and that any such should be redressed as soon as feasible, the following procedure will be implemented as a one-time effort as soon as this Agreement becomes effective:

The Dean of Academic Affairs and the President of Henniker-Arundel Faculty Federation will meet at a mutually agreeable time and place, within thirty days of the signing of this Agreement, to consider any cases proposed by the College or the Federation. Their recommendations, joint or opposing, will be forwarded in writing to the President within thirty additional days for final decision.

ARTICLE XIII

BENEFITS

1. Leaves of Absence

a Sabbatical Leaves

(1) Faculty with the rank of Assistant Professor or above and Professional Librarians are eligible to take a sabbatical, except that no sabbatical will be granted during the last three years preceding the retirement age of sixty-five years.

Faculty who are eligible to receive a sabbatical should submit their request in writing to the Dean of Academic Affairs prior to the last semester of work before the contemplated sabbatical. The Dean will respond to the request by the fourth week of the following semester.

(2) The first sabbatical will normally take place after six academic years of teaching at New England College with the rank of instructor or above. Thereafter, a sabbatical may be granted after each sixth full year of teaching.

(3) A sabbatical consists of one semester at full pay or a full year at half pay.

(4) The benefits granted in Paragraphs 3, 4, 5, 6 and 7 of this Article shall be accorded to a person on sabbatical, but during such leave the College's contribution for the benefit of that person's participation in TIAA/CREF (see 4a) will be based on the salary actually paid by the College during the period.

(5) The sabbatical is occupied normally with such activity as study at a university, writing, research, outside employment in business or government. The sabbatical is looked upon as a period to enable the individual to become a more valuable member of the New England College Faculty. To this end, and prior to the last semester of work before the contemplated sabbatical, a written statement of the activity to be undertaken is to be submitted to the Dean of Academic Affairs for approval. A report of accomplishments shall also be made at the conclusion of the sabbatical.

b Leaves Without Pay

(1) Leaves of absence without pay may be granted for a period not to exceed twelve months. Under special circumstances, a leave or any extension thereof may be extended for a limited period not to exceed one year. A request shall be submitted in writing stating the reasons for any requested extension at least four months prior to the termination of the current leave.

(2) All requests for leaves without pay shall be submitted to and approved by the Dean of Academic Affairs.

(3) Except in extraordinary circumstances, the beginning and ending dates of a leave will coincide with the beginning and ending of an academic semester or academic year.

(4) Leaves of absence without pay for individuals on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

(5) Upon return, any necessary arrangements regarding the faculty member's contract for the subsequent academic term shall be made with the Dean of Academic Affairs in light of the faculty member's contractual status prior to his leave. However, in no case shall the faculty member's status, salary, or perquisites be less than when he went on leave.

(6) If the faculty member on leave seeks to sever his employment with the College, he shall notify the College at least four months prior to the expiration of his leave.

(7) The benefits granted in paragraphs 3, 4, 5, 6 and 7 of this Article shall be accorded to a person on leave without pay, but during such leave the College's contribution for the benefit of that person's participation in TIAA/CREF (see 4a) will be suspended.

c. Bereavement Leave

Faculty members shall be granted minimally a three-day bereavement leave with pay when a death occurs in the immediate family or household.

2 Jury Duty

Faculty members who are required to serve on a jury, or are required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive the difference between their regular salary and jury duty pay during such absences.

3 Grants for Professional Development

Full time faculty may be reimbursed for activities which improve their ability to serve the College, e.g., institutions, internships, meetings, secretarial help for thesis or publication. Requests for such grants should be made to the Dean of Academic Affairs prior to the undertaking. Allocations will be made on the basis of budget considerations and the individual proposal.

4 Insurance

a The College and the faculty participate in a retirement plan sponsored by TIAA/CREF. Faculty participation is optional.

b The College pays the full time faculty member's Blue Cross premium. The faculty member pays for Blue Shield/Major Medical and for any dependents.

c The College provides a Total Disability Plan for all full-time faculty after their first year with the College.

d The College carries a Life Insurance Policy for every full-time faculty member in the amount of 75% of annual salary, carried to the next highest $1,000, payable to the beneficiary of the faculty member's choice.

e All faculty are covered by Workmen's Compensation Insurance. In order to make any claim, the College must have information of injury within twenty-four hours from the time of injury.

f. All faculty are provided Social Security coverage.

5 Tuition Remission and Exchange

a There is no tuition charge for full-time faculty, and children and spouses of full-time faculty. Lecturers may arrange for a partial reduction in tuition charges for themselves, their children and spouses.

b The College shall make known what, if any, reciprocal tuition exchanges for full-time faculty and their children it participates in.

c Spouses and children of full-time faculty members who die or become totally disabled are entitled to tuition reduction for study at the College of an amount equal to 25% of tuition for every year of credited full-time faculty service prior to death or total disability, subject to the following conditions: that death or total disability occurred during the period of College employment; and that total disability shall mean disability that is of such character, duration and severity as to be compensable under total disability provisions of Social Security.

6. Federal Credit Union

The New England College Federal Credit Union enables faculty to make systematic savings and small loans.

7. Faculty Facilities

a. The College shall provide each faculty member with keys to the buildings, his own office and to any other areas to which he is assigned or responsible. Said keys must be returned upon termination of employment with the College.

b. The College shall maintain free parking areas for faculty members, that are reasonably adjacent to buildings in which such members perform their professional activities.

c Each faculty member shall be provided with sufficient secretarial assistance to take care of the clerical work of the faculty.

d Each faculty member shall have access to duplicating machines, postal services and telephones for College business.

e The College shall provide reasonable access to all computer facilities and technical assistance to faculty members in the development and preparation of computer programs.

f The Federation and the College agree to share equally the cost of providing every faculty member with a copy of this Agreement.

8 Bulletin Boards

a The College shall designate reasonable space on existing bulletin boards for use by the Federation. The College may also at its option designate space at which bulletin boards may be erected for the Federation purposes; however, the Federation will be consulted with regard to location of such bulletin boards.

All such postings shall be made by or at the direction and over the signature of a designated unit official of the Federation who shall furnish copies of all postings to a designated College official prior to the time of posting for the College records. The parties shall not permit any postings on such bulletin boards of an illegal nature or any material derogatory to or in any other way reflecting upon the College or its employees.

b The use of the bulletin board shall be restricted to activities of the Federation for the following purposes only:

(1) Notices of recreation, education and social activities.

(2) Notices of election of officers and representatives and results.

(3) Notices of Federation meetings.

c Under no circumstances shall the bulletin board be used for posting or advertising Federation campaign material.

ARTICLE XIV

TENURE

1. Any faculty member is eligible for tenure after six years at the College. A faculty member may receive credit for a maximum of three full-time years of teaching experience at another institution of higher education. The general criterion for the awarding of tenure will be outstanding service to the College and the academic community. Outstanding service will be determined by, but not limited to, the following:

   a. Superior teaching

   b. Contributions to the New England College Community.

   c. Activities which enhance the state, regional, or national reputation and standing of New England College.

   d. That over a continuing period of time the individual has earned and held the esteem of his colleagues, students and other members of the College community.

   Tenure is entirely independent of rank or salary. Tenure is granted to a faculty member with the expectation that he will continue to fulfill the criteria by which he was recommended in at least his present rank until the age of 65.

2. If a faculty member is refused tenure, and wishes to remain at New England College, the faculty member must still meet the criteria for contract renewal. Denial of tenure does not imply termination of the faculty member.

3. The Committee on Tenure will review and inform all faculty eligible for tenure each year. The Committee shall issue its report and recommendations for tenure to the Dean of Academic Affairs by March 15. All other dates mentioned in this Article shall be in the same academic year of the initial recommendation.

4. The Dean of Academic Affairs shall submit his report and recommendation along with that of the Committee on Tenure to the President of the College no later than April 15. Only the Committee on Tenure may initiate a recommendation for tenure.

5. The President of the College shall issue all reports and recommendations along with his recommendations to the Board of Trustees.

6. The Board of Trustees shall make tenure decisions and notify the respective faculty members, through the President of the College, no later than June 30.

7. The Board of Trustees may specify the maximum number of faculty and/or discipline areas to be considered for tenure for the year in question. The Board of Trustees will notify the Faculty-at-Large through the President of such determinations by September 15.

ARTICLE XV

NON-REAPPOINTMENT

1. In the annual evaluation of each faculty member, the Dean of Academic Affairs may conclude that a particular individual should not be reappointed to the faculty. In such cases, he will make a written recommendation to that effect to the President.

2. Written notice of non-reappointment will be given not later than:

   a. March 1 of the first year at the College.

   b. December 20 of the second year at the College.

   c. On June 30 preceding the terminal year for those with more than two years at the College.

3. All notices of non-reappointment will include the reasons therefor.

4. No notice of non-reappointment shall be given to an individual while he/she is on leave of absence, a sabbatical, or at another institution, unless prior to the individual's scheduled departure he/she received a written statement that he/she is being considered for termination. Retrenchment decisions are exempt from this provision.

ARTICLE XVI

RETRENCHMENT

1. Retrenchment will take place as a result of declining enrollments in a specific program(s) or across the College as a whole, or as a result of other financial reasons or program curtailment not due to declining enrollments. Determination that retrenchment is necessary and the extent and areas to be retrenched shall be made by the President. Such decision shall not be subject to the arbitration provisions of this Agreement.

2 Any grievance arising out of the procedures set forth in this paragraph shall be subject to the Arbitration provisions of this Agreement. Staffing needs based on curricula offerings will be the guideline for determining the personnel to be retrenched. When qualifications are equal, time of service from date of original appointment will determine which faculty are retrenched.

The original appointment shall mean the date of first appointment to College service followed by continuous and uninterrupted service within the College up to the time of reduction and abolishment of positions. Authorized leave of absence shall not be deemed an interruption of service within the College. In the event an incumbent believes such date has been incorrectly determined, he shall so advise the College and indicate the appropriate date.

3 The President shall notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide the following notice of retrenchment:

a. Faculty with more than two years' service to the College should be notified by December 20 prior to the date when retrenchment will take effect.

b. First- and second-year faculty should be notified of retrenchment by June 1 prior to the date when retrenchment will take effect.

4 Persons retrenched shall be offered reemployment in the same or similar positions provided such person is qualified by fitness and ability if openings occur within a two-year period. He must accept such offer, which shall be sent by certified mail, within fifteen days after such offer is extended or the College can revoke the offer.

ARTICLE XVII

DISCIPLINARY ACTIONS AND/OR REMOVAL OF TENURED OR OTHER FACULTY MEMBERS

1 Individual members of the faculty covered by this agreement may be disciplined by removal, suspension with or without pay, or any lesser form of discipline, for one or more of the following reasons:

a incomplete or inefficient service

b neglect of or inability to perform duty

2 Disciplinary and/or removal proceedings may be initiated by the President of the College upon written notice from the Dean of Academic Affairs. Such notice shall specify the charges against the individual.

3 The President, if he concurs, shall serve the individual with similar notice, specifying the charges against the individual, and be deemed the designee of the Board of Trustees and as acting in its name.

4 Within fourteen (14) calendar days of the service of a charge an impartial hearing committee shall be appointed to hear and determine the charge.

5. Composition of this hearing committee shall be as follows:

a One faculty member appointed by the Dean of Academic Affairs.

b One faculty member appointed by the Federation.

c. One faculty member from another institution whose academic specialty shall be similar to that of the charged individual. This outside faculty member shall be chosen jointly by the two initial appointees to the Hearing Committee and he shall serve as its Chairman.

d If the two original appointees to the Committee cannot agree on a third member within three (3) weeks from the dates of their appointment, then the President has the right to implement the disciplinary action, subject to arbitration.

6. The Hearing Committee shall conduct an investigation of the charges and make a written finding within 60 days. The charged individual as well as the appropriate administrative officer shall have the right to be represented at any proceedings by counsel of his own choosing.

7 If the Hearing Committee supports the administrative action and/or removal of the faculty member, the individual has the right to appeal to the Board of Trustees.

8 If the Hearing Committee rejects the charges, the Board of Trustees retains the right to examine the matter and to instruct the President to invoke arbitration proceedings as defined in this agreement.

9. Any person against whom charges for removal have been made may, at any time during the pendancy of the charges, be suspended by the President of the College. Such suspension shall be without loss of pay. The College is not obligated to pay a suspended individual for a period longer than 120 days.

ARTICLE XVIII

RETIREMENT

The age of normal retirement from service on the faculty of the College will be 65 years. The date of normal retirement shall be the terminal date of the academic semester in which the faculty member reaches age 65. The College may grant extensions of service beyond mandatory retirement age for indefinite periods not to exceed one year each, or may grant retirement at an earlier age.

ARTICLE XIX

RELEASE FROM CONTRACTUAL OBLIGATIONS

The appointment of a member of the faculty may be terminated if the faculty member request release. In order to receive consideration, the request must be presented in writing to the Dean of Academic Affairs. It should call for an effective date coinciding with the concluding date of the semester or the academic year, so as to avoid disruption of the work of the College. The request should be dispatched early to be in the Dean's hands no later than six weeks prior to the end of the semester.

ARTICLE XX

PERSONNEL FILES

1. There shall be an official personnel file which is to be maintained by the Dean of Academic Affairs. It shall be the only file which shall be available for review and recommendation of the faculty member with respect to reappointment, promotion, or tenure. This file shall include:

   a. Information relating to the faculty member's academic and professional accomplishments submitted by the faculty members.

   b. Evaluations and recommendations for reappointment, promotion or tenure of a faculty member. Copies of such evaluations and recommendations shall be sent immediately to the faculty member involved.

   c. The originator of any document other than student evaluation forms to be included in the file must sign and date the document, including any synthesis of student evaluation forms.

   d. Raw student evaluations will be made available to concerned faculty members.

   e. Records of the initiation and processing of any grievance will be placed in a faculty member's file only at the request of the concerned faculty member.

   f. The faculty member may place written documents affirming or rebutting any material in his file.

2. A receipt will be given to a faculty member upon his request for any material placed in his file at his request.

3. The personnel file shall be available for examination by the faculty member who shall be entitled to review such personnel file at reasonable hours upon request. However, materials in the file may not be removed from the Office of the Dean of Academic Affairs. In addition, the faculty member shall be furnished with copies upon request at cost for such copies.

ARTICLE XXI

GRIEVANCE

1. The College and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise under the terms and conditions of this Agreement.

2. A grievance is defined as a dispute arising between the parties concerning the interpretation, application, performance or terms of this Agreement, or an alleged breach or violation thereof. Alleged breaches or violations occurring prior to the signing of this Agreement are not subject to the procedures set forth in this Article.

3. Nothing in this grievance procedure shall limit the existing right of an individual member of the bargaining unit from communicating with any person in the College administration.

4 As used in this Article, the term "faculty member" shall mean a member or members of the bargaining unit. The Faculty Federation shall represent every faculty member at various levels of the grievance procedure if requested by the faculty member.

5. The following steps will be followed for the processing of grievances:

Level One

a. Within fourteen calendar days of the time a grievance arises, or of the time a faculty member can reasonably be expected to know of its occurrence, the faculty member will present the grievance to the official designated by the College to handle grievances, if the College chooses to so designate an official, with notification to the Federation president.

b. The grievance shall be in writing stating the nature of the grievance including relevant facts, all the provisions of this Agreement alleged to have been violated, the contention of the faculty member and/or the Federation with respect to these provisions, and the relief sought. Such grievance shall be signed by the faculty member.

c. Within ten calendar days after presentation of the grievance, the designee shall give his answer to the faculty member and a copy to the Federation president.

Level Two

a. In the event the grievance is not settled in Level One, the grievant may present his grievance at Level Two. The grievance must be presented at this level to the appropriate dean or his designee within seven calendar days of the receipt of the designated official's answer.

b. The appropriate dean or his designee shall give the faculty member an answer in writing, with a copy to the Federation president, no later than seven calendar days after receipt of the written grievance.

Level Three

a. If the grievance is not resolved at Level Two, the faculty member, within seven calendar days of the receipt of the written answer of the dean, may appeal to the President of the College or his designee. The appeal shall be in writing and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance proposed by the dean is unsatisfactory. A copy of this written appeal shall be given to the Federation president.

b. The President of the College or his designee shall confer with the grievant and the designated representative within fourteen calendar days of receipt of the appeal. The President of the College at his discretion may also arrange to have present at such meeting the dean and/or a third administrative official to discuss the grievance.

c. The President of the College, within fourteen calendar days after the conference, shall communicate his decision in writing to the aggrieved faculty member, his representative, and the Federation president.

6. No reprisals of any kind shall be taken by either party or any agent thereof against any person in interest, any witness, any member of the Federation or any participant in the grievance procedure by reason of such interest or participation.

7. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure of the grievant or Federation to comply with the time limitations of this Article shall preclude the initiation or further processing of the grievance. The time limits specified in the grievance procedure may be extended in any individual instance by mutual agreement.

8. All meetings pursuant to the above grievance procedure shall be set for mutually agreeable times and places.

ARTICLE XXII

ARBITRATION

1. A grievance (except where excluded by a specific article in this agreement) which has not been satisfactorily adjusted under the grievance procedure which concerns the interpretation, application, performance or terms of this agreement, or an alleged breach or violation thereof may be submitted for settlement under the arbitration provisions of this agreement.

2. The arbitration proceeding may determine:

   a. that the action violates the terms of this agreement, or

   b. that the administrative officer either violated the terms of this agreement or acted within its terms in a manner that was arbitrary or capricious.

3. The arbitration proceeding may not review the merits of the administrative or academic judgment nor may the arbitrator or arbitrators substitute his (their) judgment therefor.

4. Within fourteen calendar days of the President's decision in Level Three of the Grievance procedure, the Faculty Federation only may appeal the decision to arbitration.

5. The arbitrators shall be selected as follows:

   a. The procedure may be initiated by filing with the President of the College a notice of arbitration. The Faculty Federation and the President of the College within fourteen days will each select an individual to serve as an arbitrator. The two arbitrators thus selected will in turn select a third individual who will also act as an arbitrator.

   b. In the event the two arbitrators cannot agree within fourteen calendar days upon a third arbitrator, then either party may request lists from the American Arbitration Association and selections shall be made in accordance with the Rules of the Association.

6. If the College contends at the hearing that the grievance desired to be arbitrated does not raise an arbitrable issue, the Board of Arbitration shall first hear and determine separately the question of whether an arbitrable issue has been presented. If the Board decides that the issue or issues are arbitrable, it shall have authority to further hear and determine the merits of the grievance.

7. If the College challenges the finding of the Board of Arbitration regarding arbitrability, it may within thirty calendar days after receipt of the award file suit in a court of competent jurisdiction to seek a judicial determination of the arbitrability of the subject matter.

8. Hearing and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

9. The decision of the majority of the Board of Arbitration shall be the decision of the Board of Arbitration. The Board shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement nor shall it have the power to establish or determine any new wage rate, job classification or job differential. The decision of the Board shall contain a full written statement of the grounds upon which the issue or issues are decided and shall be final and binding on the Federation and the College, except as to a decision on arbitrability.

10. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the impartial chairman and any other expenses of such Board shall be borne equally by the parties.

11. Any question in connection with the discharge, discipline or failure to reappoint any member of the bargaining unit having less than one year of net credited service at the College at the time of such discharge, discipline or failure to reappoint is specifically excluded from the arbitration procedures outlined in this Article.

12. No reprisals of any kind shall be taken by either party or any agent thereof against any person in interest, any witness, or any participant in the arbitration procedure by reason of such interest or participation.

13. All meetings pursuant to the above arbitration procedure shall be set for mutually agreeable times and places.

14. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

15. The parties agree to give precedential weight to the decisions of any Board of Arbitration in a case or cases involving the same contractual provisions and the same issues raised by the grievance which has been arbitrated. Any dispute between the parties concerning the failure of either party to give proper effect to such decisions shall be treated as raising an initial question of arbitrability which shall be decided prior to any hearing on the merits of the case.

ARTICLE XXIII

NO STRIKE OR LOCK-OUT

1. The Federation and the College agree that disputes which may arise between them shall be settled without resorting to strike or lock-out. The College agrees that it will not lock out any or all of its employees during the term of this Agreement. The Federation agrees that there shall be no strikes, slow-downs or interferences with the normal operation of the College during the term of this Agreement.

2. In the event of a wildcat strike by faculty members, the Federation agrees to use all reasonable measures to inform the members of the unit of the illegality of such a strike, and of the Federation's policy of opposition to such strikes.

ARTICLE XXIV

MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the College which have not been specifically provided for in this Agreement are retained in the sole discretion of the College and shall be exercised within the limits of this Agreement when applicable. These rights shall not be exercised in an arbitrary or capricious manner. They shall include but not be limited to:

   a. The right to classify and reclassify personnel.

   b. The right: to direct employees; to determine curriculum; to determine qualifications and criteria in hiring; to set standards for work and determine class schedules; to hire, promote, award tenure, assign and retain employees in position; to transfer, reappoint, retrench, relieve or suspend; and to discharge a faculty member for just cause.

   c. The right to take such action as necessary to maintain the efficiency of College operations.

   d. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the College operations are to be conducted.

   e. The right to take such actions as may be necessary to carry out the missions of the College in case of demonstrable emergencies.

   f. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement.

2. Nothing in this Agreement shall be construed to limit the right of administrative personnel to perform instructional duties, or otherwise carry on faculty responsibilities.

3. The phrase "to determine curriculum" (1b above) does not suggest that the particular courses in a discipline, Education for example, are to be determined by management. Rather, this phrase means that management retains the right "to determine the overall academic focus of the College."

ARTICLE XXV

FEDERATION RIGHTS

1. Duplicating Equipment: The Faculty Federation shall have the right to the use of duplicating equipment, subject to normal College procedures and requirements, including financial obligations.

2. Information and Statistics: The College shall make available to the Federation upon its written request within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the College as are necessary for the negotiation and implementation of this Agreement. It is understood that this shall not require the College to compile information and statistics in the form requested unless already compiled in that form or to supply any information that is confidential.

3. Federation President: Every effort shall be made to adjust the schedule for the President of the Faculty Federation so that he can properly execute his duties as a faculty member and his responsibilities to represent the faculty in the administration of the collective bargaining agreement.

4. Federation Meetings: On twenty-four hours' notice to the appropriate administrative authority, the Faculty Federation shall have the right to schedule a Federation meeting in a College facility approved by an appropriate administrative official, provided that the Federation meeting does not conflict with classroom instruction and/or a previously scheduled meeting of the faculty. After a Federation meeting has been scheduled, the administration will not schedule any other faculty meetings at that time.

5. Administration – HAFF Meetings: Once each calendar month, certain officials of the College administration and of the HAFF Executive Council should meet at a mutually agreeable time, date, and place. The President of the College and the Executive Council of HAFF will each designate up to six of their officials for this purpose. The meetings will be informal and for the purpose of discussing and resolving matters of mutual interest, but will not handle specific grievances under the contract or conduct contract negotiations or agree to any new contract or changes to an existing one.

6. Dues Check-Off:

   a. The College agrees to the exclusive check-off of Federation dues as currently set forth in the Federation Constitution and By-Laws. Deductions will be made for all members of this unit who voluntarily desire to join the Federation and remit dues by this method. Procedures for the above shall be followed in accordance with forms appended to this Agreement.

   b. All such deductions, based on an official list, accompanied by necessary individual authorization, supplied by the Federation, shall be made monthly and remitted to the Federation no later than thirty days after such deductions are made.

   c. The College shall implement this Article no later than the third pay period following the signing of this Agreement.

   d. It is expressly understood that the Federation shall indemnify and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of the actions taken pursuant to this Article.

ARTICLE XXVI

DUPLICATIVE PROCEEDINGS

A grievance and/or arbitration proceeding involving alleged violations of the rights of members of the bargaining unit shall not be processed under this Agreement on behalf of any member of the bargaining unit who files or prosecutes or permits to be filed or prosecuted on his behalf in any court or government agency, a claim, complaint or suit, complaining of the action grieved under applicable federal or New Hampshire statutes or the United States Constitution. This Article is not designed to prevent such suit but to prevent harassment of the College and Federation by multiple proceedings which duplicate one another by invoking parallel and simultaneous processes.

ARTICLE XXVII

GENERAL STIPULATIONS

1. Applicability: This Agreement shall be binding upon and is exclusively between HAFF and the College unless otherwise specified herein. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by HAFF and the College unless otherwise specifically provided herein.

2. Consistency: If there is any inconsistency or conflict between this Agreement and the provisions found in any personnel policy or procedures, the provisions of this Agreement shall apply. No organizations within the College may promulgate rules and/or regulations in conflict with this Agreement.

3. Validity: In the event this Agreement or any part of it shall at any time be held to be contrary to law, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, the parties shall meet to renegotiate the items in question within a reasonable time after such a ruling has been made.

4. Individual Meetings: This Agreement shall not be construed to prevent the College or any agent thereof from meeting with any individual to hear views on any matters, except that as to matters so presented which are proper subjects of collective bargaining, any changes or modifications of this Agreement shall be made only through negotiations with the Faculty Federation.

5. Individual contracts: Rights and benefits of faculty members set forth in this Agreement shall be incorporated into and made part of any individual contract of employment with the College. In the event of conflict between the terms of individual contracts and this Agreement, the latter shall be controlling. This Agreement shall be referred to in employment contracts issued to faculty members.

ARTICLE XXVIII

EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement of the College and the Federation, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the College and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIX

DURATION AND RENEWAL

Except as otherwise herein provided subject to the following paragraph, this Agreement shall continue in full force and effect until midnight June 30, 1977, and shall be automatically renewed from year to year thereafter unless at least sixty days prior to any expiration date either party notifies the other in writing by registered mail of its desire to terminate or amend this Agreement.

Either party may reopen this Agreement for the purpose of negotiating wages, fringe benefits and faculty workload. In the event of such a reopener, all three items but no other element of the contract shall be considered proper subjects for negotiation. If either party desires to reopen this Agreement, it shall notify the other party of such intention by written notice by registered mail not less than sixty calendar days prior to June 30 of any particular year in order for the adjustment to take effect in the fiscal year beginning July 1 of the same year. Any such adjustments or changes agreed upon shall become effective no earlier than July 1 of the same year.

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ARTICLE I

ACADEMIC COMMITTEES

Section 1 Procedures (see Part I, Article VII)

Section 2 Standing Committees (see Part I, article VII)

Section 3 Appointed Committees

A Admissions

Duties: a In consultation with the Dean of Admissions, to recommend policies governing the academic standards and priorities for admission to the College

b To act upon any applications for admission to the College which are in exception to the stated policies or in the judgment of the Dean of Admissions, qualify for special consideration

Constituency: Four faculty appointed, Dean of Admissions, two student upperclassmen

B Faculty Judiciary Board

Duties: a To consider any appeals from decisions of the Student Senate or the Dean of Students

b Recommend to the President dismissal of students for reasons other than academic

Constituency: Seven faculty appointed

C Individually Designed Major

Duties: a To administer the Individually Designed Major Program.

Constituency: Three faculty appointed, and three students from the Student Senate

ARTICLE II

REGULATIONS OF ACADEMIC PROGRAMS

Section 1 Academic Probation and Dismissal

A normal course load for a full time student is four courses per semester. The majority of full-time students should complete graduation requirements in eight semesters or less. A student is expected to complete graduation requirements within ten semesters as a full time student. In the event of a deficiency in the student's performance, the student and his faculty advisor would meet with representatives of the Academic Policy Committee according to the following schedule

A Subject to Probation

Completion of fewer than three courses in any semester while enrolled as a full-time student

1 Notification

Student and parents so notified by Registrar

2 Conference

Notified student must confer with advisor by the last date to change a course (about 10 days into the new semester). Object of the conference is:

a Diagnosis of academic problem, recommendation for corrective action (information will be sent to advisors outlining resources available at the College as well as guidelines for "probationable" students)

b Decision by advisor/advisee on whether to appeal probation

c Form signed by both, with copies to Registrar, Advisor, Advisee, Dean of Academic Affairs and Chairman of Academic Policy Committee recording results of a and b

3 Committee Action

The Academic Policy Committee will make the final determination as to whether probation will be instituted

a If advisor/advisee agree that probation is not warranted, either or both must appear before the Committee to explain their reasoning

b If advisor/advisee disagree as to whether probation is warranted, both will appear before the Committee to explain their reasoning

c Probation will automatically be instituted if:

1. The student fails to appear for a conference with his advisor

2. No presentation is made to the Committee

d Form (above) indicating a desire to appear before the Committee must be filed with the appropriate officer of the Academic Policy Committee within 30 days of the new semester

4. Notification of Action
Student and parents notified by Registrar as to the Committee's decision and its possible consequences for dismissal.

5. Removal from Probation
Those on academic probation will normally be removed from that status when they complete three or more courses in their next semester enrolled as a full time student

B. Subject to Dismissal
Completion of fewer than three courses while on probation in any semester enrolled as a full-time student

1. Conference
There is a mutual responsibility for students on probation and their advisors to be available for consultation on the day after grades for a semester are submitted. Should it develop that probationary students become subject to dismissal, they and their advisors will confer to determine whether dismissal is warranted. A form similar to that of A-2-c will be signed by both and receive the same distribution

2. Committee Action
The Committee will make the final determination as to whether Dismissal will be instituted. It will begin meeting for this purpose a day after grades for a semester are due to be submitted.

a. If advisor/advisee agree dismissal is not warranted, either or both must appear before the Committee to explain their reasoning

b. If advisor/advisee disagree as to whether dismissal is warranted, both will appear before the Committee to explain their reasoning.

c. Dismissal will automatically be instituted if:

1. The student fails to appear for a conference with his or her advisor.

2. No presentation is made to the Committee

3. Notification of Action
Student and parents notified as to Committee's action by the Dean of Academic Affairs.

C. Satisfactory Progress
A student is expected to complete graduation requirements within ten semesters while enrolled full time. The following guidelines will be used to indicate satisfactory progress and will influence the Committee in judging the rate of progress of those students in difficulty

SEMESTERS as a full time student	COURSES completed
2	6
3	9
4	12
5	15
6	18
7	21
8	24
9	27
10	30

While there will be some first-semester and upperclass dismissals for academic deficiencies, the end of the Freshman year should be the time at which the greatest number of students will be dismissed from the College for academic deficiencies. This is best for the student academically and socially, and it is best for the College in terms of admissions.

Section 2. Attendance

A. When a student is enrolled in a course, he is entitled to attend the classes of that course unless dismissed or suspended from the College by the President, or restricted for medical reasons by the College Physician.

B. A student is expected to attend all classes of a course. It is the student's responsibility to be prepared and to participate in all the dimensions of a course for which he registers. The keeping of attendance records is at the discretion of the instructor. Grades are based on student performance.

C. A student who expects to miss more than five consecutive days of class for any emergency is to notify the Registrar. Any member of the College community receiving word of a student's prolonged absence (more than five days) is to notify the Registrar.

D. The Registrar will notify a student's instructors, Faculty Advisor, and the Dean of Students if he receives word that a student will be out of classes for more than five days.

Section 3. Canceling Class

A. If an emergency necessitates canceling a class, faculty are to notify the Dean of Academic Affairs and the Registrar's Office as soon as possible. The Registrar will post a notice canceling the class on the door of the classroom.

B. Special efforts should be made to hold all classes scheduled on days before and after vacations.

Section 4. Change of Catalog or Major

A. When a student changes Majors, he follows the Catalog then in effect for the requirements of a Major.

Section 5. Classification and Certification of Students

A. Classifications:

1. Regular – a student carrying at least 3 courses and in a degree program.
2. Part-time – a student carrying less than 3 courses and in a degree program.
3. Special – a student carrying not more than 2 courses and not in a degree program. A special student may take a third course as an Audit(see Auditing). A special student is not placed on probation, and may not participate in College-sponsored extracurricular organizations.
4. Visiting – a student from another college, remaining in his degree curiculum there, enrolled in the January Term or a regular semester.

B. Class Standing

A student is considered to have advanced standing if he has completed more than six courses.

1. Freshman: less than 7 courses
2. Sophomore: 7 – less than 14
3. Junior: 14 – less than 22
4. Senior: 22 or more courses

C. Time Limit

There is no time limit from the date of admission to the date of completing degree requirements.(See Requirements for Degree)

D. High School Students

High School Students may take courses at the College under the provisions of Special Students, with permission of the instructor involved and approval by the Dean of Academic Affairs.

E. Certification

Publication in the Faculty Bulletin will be understood as a sufficient sign that, within one week of publication, the Faculty recommends to the Board of Trustees those candidates whom the Dean has certified for specified degrees. If someone questions any name, he should see the Dean within one week of publication.

Section 6. Cheating and Plagiarism

A. General

Instructors are to do whatever they consider appropriate to encourage academic honesty and minimize the opportunity for cheating.

B. Examinations and Quizzes

If an instructor is convinced that a student has been cheating on an examination or quiz, the student and his Faculty Advisor are to be notified immediately, and the student is to receive an "NR" for the course and be reported to the Registrar. If a student is reported for a second time (in any course at any time), he is subject to expulsion. In such a case the Faculty Judiciary Board makes a recommendation to the President.

C. Plagiarism

The same procedure is to be followed in cases of plagiarism, which is the use, without unmistakable appropriate acknowledgement, of someone else's written ideas or phraseology.

Section 7. Courses

A. Auditing

1. To audit a course a student must have the consent of the instructor and register with the Registrar as either a regular student or a Special Student.
2. Auditors are not entitled to special attention or instruction and do not earn credit in the work pursued. Upon the instructor's certification, "Audit" is entered on the student's permanent record. A special fee is charged to Special Students. An audit is not considered part of a regular student's course schedule.

B. Drops and Withdrawals

1. The last day to add a course is 10 days after the first day of classes, and the last day to drop a course is 30 days after the first day of classes. To add or drop a course, a form must be filled with the Registrar. Dropped courses are not recorded on the student's permanent record. After the last day to add or drop a course, courses can be added or dropped only by petition, with the approval of the instructor, Faculty Advisor, and Faculty Coordinator or Director of the Freshman Program. If there is disagreement, after consultation among the faculty involved, the petition will be considered by the Academic Policy Committee.
2. Late drops will be considered only for the most extraordinary extenuating circumstances, but a student may withdraw from a course at any time by filing a withdrawal form (signed by his Faculty Advisor, Faculty Coordinator or the Director of the Freshman Program, and the instructor in the course) with the Registrar.

C. Change of Course or Section

1. The student obtains a Change of Course or Section Form from the Registrar and has it filled out as specified.
2. A fee is charged for every course added or dropped by petition.
3. The student brings the completed Change of Course or Section form to the Registrar's Office.
4. The instructor whose course or section is being added or dropped and the Office of Academic Affairs receive notice of the change from the Registrar's Office.

D. Extra Courses

1. The normal course schedule is four courses.
2. Extra courses may be taken only with permission of the Faculty Advisor and Faculty Coordinator or Director of the Freshman Program. (Procedure: If both approve or disapprove, the action stands. If one disagrees with the other, a petition may be submitted to the Academic Policy Committee.)
3. A fee is charges when the number of courses reaches or exceeds five.

E. Partial Courses

1. Partial course credit may only be presented for the graduation requirement of 30 courses when accumulated in multiples of full courses in established course areas.

2. A student with fractional courses may "piece out" such fractions with partial courses to make full courses. (Such courses may not be used again under "3" below, and grades in such partial courses, while recorded, are not used in any computation.)

3. Grades for partial courses do not count toward Honors. When sufficient partial courses in the same area are completed to make a whole course, the grades will be averaged to count toward the requirements for graduation. (If the average falls exactly between grades, the student will receive the higher grade.)

F. Repeating Courses

A student may repeat a course in which he has received credit with the following provisions:

1. He cannot receive course credit for graduation the second time.

2. The first grade remains on his record, and the grade for the repeat is entered (with an appropriate notation on his record indicating the repeat).

G. Registration

At the beginning of each semester instructors are given a tentative roster with the name of each student registered in the course. A student is considered registered for that course until the instructor receives a Change of Course form indicating withdrawal from the course. No student may receive credit for a course until he is enrolled by the Registrar. After the last day to change a course, instructors receive a final Course Roster.

Section 8. Evaluation

A. Grading System

1. Grade Sheets are furnished to instructors for each class about two weeks before final examinations. The grading option chosen by each student is indicated.

2. The Grading System is designed to assist the learning process and remove stress that does not contribute to learning. Each student has the option in each course of receiving a "P" or an "A", "B", or "C".

a. Definition of Grades

A – academic achievement of outstanding quality
B – academic achievement of high quality
C – academic achievement of average quality
P – academic achievement of at least average quality
NR – no record
I – incomplete

b. Recording of Grades

Only A, B, C, P, and I will appear on the student's transcript. In addition to these grades, NR will be recorded on the student's grade report (grade reports are not part of the student's permanent record).

c. Procedure for Indicating Options

The student must file with the Registrar the appropriate forms indicating his desire to be graded ABC/NR or P/NR in each course that he is taking. These forms must be filed with the Registrar by the last day to add a course. The Registrar will then notify the instructor for each course he is teaching which grading system each student has selected.

After the last day to add a course, the student may not petition to change from one system to the other unless there is submitted with the petition a statement signed by the instructor to the effect that:

1. He has not provided the student with any evaluation (such as an examination or a paper) of the student's work in the course.

2. He has no objection to the change of system.

Once the student has received a grade, he may not petition to have a grade of P changed to a grade of A, B, C nor a grade of A, B or C changed to P.

d. Request for Written Evaluation

Regardless of the option the student chooses, he may also request a written evaluation of his

work in the course from the instructor.

A student requesting a written evaluation of his work in a course must make that request at the Office of Academic Affairs during the semester when enrolled in the course. The Office of Academic Affairs will notify instructors of such requests by students, and written evaluations will be turned in by instructors to the Office of Academic Affairs within one week after grades are due for the course. When the written evaluation is received by the Office of Academic Affairs, a copy is made available to the student. All written evaluations requested by students will be made a part of their permanent records.

B. Examination of Graded Exams and Papers

Students are entitled to examine their graded examinations and papers.

C. Incomplete

1. An "I" (Incomplete) is given only for exceptional circumstances beyond the student's control (i.e., illness, unexpected delay in receiving materials for which the student isn't responsible, etc.). A student has 30 days during the following semester to complete all Incompletes received in a semester. An Incomplete automatically becomes an "NR" if the Registrar is not notified by the instructor that another grade has been given, or if the student does not register in the College for two semesters after receiving an Incomplete.
2. Notification of a change of grade from Incomplete to something else is submitted on a Grade Card. An Incomplete makes a student ineligible for the Dean's List.
3. When Incompletes are completed, the action appropriate for the student's standing becomes effective immediately: Dean's List, Probation, or Dismissal.

D. Reporting Grades

1. Grade sheets are furnished for instructors for each class about two weeks before final examination.
2. Grades turned in to the Registrar are considered final. Instructors are to make changes only for clerical errors. Under no conditions will a change of grade be considered after one year from the time the grade was issued.
3. Course grades are not given to students by the faculty. This is to be done by the Registrar.
4. Grades and notices of academic standing are sent to parents of unmarried students under 18 years of age. If a student is over 18 or married, his grades will not be mailed to his parents unless the student requests otherwise.

E. Extracurricular Grade Requirements

No minimum grades shall be required for participation in any capacity in extracurricular activities, except those which may be required by intercollegiate organizations or those which may be determined by the student group itself.

Section 9. Examinations

A. Final Examinations

1. Final examinations given during the optional examination days are scheduled by the Registrar.
2. Blue books for examinations are sold in the Bookstore, except for final examinations. Blue books for finals are distributed by the Registrar.

B. Proficiency Examinations

1. Students may obtain course credit toward graduation by availing themselves of the following testing programs.
   a. Advanced Placement Program of the College Entrance Examination Board. Students achieving a grade of 4 or 5 on the test will receive credit. Students receiving a grade of 3 will have their tests evaluated to determine the possibility of granting credit.
   b. College Level Examination Program of the College Extrance Examination Board (Subject examination). Students receiving a grade of B, or better, will receive credit.

c. The Office of Academic Affairs will determine the equivalency of the tests of courses. No grades will be given for course credit obtained through the testing program.

2. Exemptions for courses on the basis of proficiency examinations taken at colleges whose credits are accepted at NEC will be considered according to the same procedure used in evaluating transfer credit.

Section 10. Field Trips

A. Fees

A course that involves conferences, trips, or any regularly anticipated expenditure includes as a part of the course description a fee to partially cover the expense.

B. Transportation

Transportation arrangements for field trips may be made through the Office of Academic Affairs.

C. Student Absences

If more than 20 students are involved, instructors should notify the Office of Academic Affairs at least ten days before the event, and the trip will be listed in the Faculty Bulletin.

D. Insurance

The College's Comprehensive General Liability Policy covers faculty, staff, and students against liability, over and above their own policy, when using a vehicle for College purposes. All students have an accident-health policy.

Section 11. Honors

A. Dean's List

All students taking three or more courses for 'ABC/NR' are eligible. At the end of a semester approximately the upper 10% of the full-time student body will be placed on the Dean's List. A grade point average will be used to measure academic performance. Only ABC grades will be used to determine grade point averages, based on the standard system, i.e., A=4, B=3, C=2.

B. Degree with Honors

Honors are awarded when a graduating senior has received at least 22 grades of ABC and the following:

SUMMA CUM LAUDE – A grade point average in the top 2% of the graduating class.

MAGNA CUM LAUDE – A grade point average in the next lower 3% of the graduating class.

CUM LAUDE – A grade point average in the next lower 5% of the graduating class.

Section 12. Directed and Independent Study

A. Directed Study 830

A course designed mutually by a student or a group of students and an instructor in which the student's work is regularly supervised and evaluated by the instructor. Normally, Directed Studies should be thought of as specialized courses and should not comprise subjects or topics offered concurrently in the regular course schedule. May be repeated for credit in different topics; a student is limited to eight Directed Studies.

B. Independent Study 930

An advanced course in the student's major, designed mutually by a student or group of students and an instructor in the major in which the student or group works independently to complete a thesis or a project that will be discussed and evaluated by the students, the instructor, and another faculty member chosen by the student and instructor. Open to Juniors and Seniors who have completed at least six courses required by the major; a student is limited to four Independent Studies.

C. Principles for Developing Directed Studies and Independent Studies

1. Directed and Independent Studies shall be designed according to discipline: e.g., BI 830, EN 830,

PS 830, HU 830, SS 930 AS 830 indicates the course is interdisciplinary.

2. Contracts are to be utilized in which the student and instructor design a syllabus, define the methodology, and determine the evaluative criteria for Directed and Independent Studies. These contracts are drawn up between preregistration and the end of the semester prior to the semester in which the Directed or Independent Study is to be done. Although the instructor is the basic endorsing authority for Directed and Independent Studies, the contracts must also be approved by Coordinator of the Faculty to which the course belongs as a discipline. Approval is based on the determination that the contract is consistent with the Catalog description of Directed and Independent Studies and the criteria governing the development of Directed and Independent Studies. Coordinator approval may be subject to review by the Dean of Academic Affairs. The Dean's negative decision may be appealed to the Academic Policy Committee.

3. Criteria for developing Directed Studies and Independent Studies:

   a. Courses should be consistent with "Principles of Curriculum Development."

   b. Adequate resources and qualified personnel should be available for the successful completion of the Directed or Independent Study.

4. In order to guarantee that students receive the full benefits of working closely with instructors and getting the best possible instructions, the Committee recommends that:

   a. Instructors limit their involvement in Directed and Independent Studies to those areas they are best qualified to teach. Obviously some allowances must be made for adjusting faculty competence to student interest.

   b. Instructors limit their teaching loads to one to three Directed Study topics and one to three Independent Study topics per semester.

Section 13. Instructional Aids

A. Written material for instructional purposes (book lists, course outlines, charts, examinations, etc.) may be duplicated in the Office of Academic Affairs. Instructors are asked to submit typewritten originals or the typed master units, and whenever possible to allow three days for duplicating.

B. Audiovisual equipment – available through the Office of Academic Affairs.

C. IBM Copier II – available through the Office of Academic Affairs.

D. Computation equipment – see Office of Administrative Affairs.

E. Class evaluation forms for use at the end of the semester – available in the Office of Academic Affairs.

F. Offset Press – available through the Office of Academic Affairs.

Section 14. Leave of Absence

A. A Leave of Absence must be initiated by the student.

B. It assures the student of admission to the College at the end of the stipulated period. He is considered part of the student body on leave.

C. A Leave may be granted for one or two semesters. It is subject to one renewal, but may not extend beyond two years. Renewals are made by securing approval of the Dean of Academic Affairs and Faculty Advisor.

D. A Leave must be approved by the Dean or Associate Dean of Academic Affairs and Faculty Advisor before the first day of classes of the semester in which the student is applying for the Leave, except in the case of students preregistered in associate teaching in public schools, who need approval by the last day of classes of the preceding semester. This is done on a form which includes the reason for the Leave and the length of the Leave.

E. A Leave is granted only to students in good standing (i.e., at the end of the semester in which the student is applying for the Leave, he is not to be subject to academic dismissal).

F. A Leave is only given at the end of a semester or at the end of a January Term. If an emergency necessitates a student withdrawing during a semester, he Withdraws. Prior to withdrawing, he may request a Leave to become effective at the end of the semester.

G. A fee is charged upon approval of a Leave. No fee is charged for renewal.

H. The student must indicate his intention to return, and pay the appropriate deposit, at least two months prior to registration day of the semester in which he intends to return. A student who intends to return for a January Term must conform to the Guidelines. If a student does not notify the Registrar of his intention to return, his status will be changed to Withdraw.

I. The student may continue under the requirements of the Catalog in effect when he was originally admitted.

Section 15. Petitions and Waivers

The Dean of Academic Affairs has the prerogative of waiving any two required courses in a student's program of study for programming deficiencies, i.e., scheduling conflicts, lack of prerequisites, etc. Petitions to waive courses in excess of two, for any reason, are to be brought to the Academic Policy Committee. All waivers are to be by petition, filed with the Registrar in the student's permanent record. Students may appeal the Dean's decision to the Academic Policy Committee.

Section 16. Prerequisites

A. An Incomplete is considered to have fulfilled a prerequisite only with the instructor's approval.

B. A student intending to take a course which has a prerequisite in which he received a "D" should be advised to repeat the prerequisite.

Section 17. Principles of Curriculum Development

While the specific educational objectives of the College vary, depending upon the curriculum in which a student is working, each student is expected to be involved in a liberal education and each curriculum is expected to meet and develop some of the interests and needs of our particular students. This is understood to include the development of a student's ability to think, to express himself, to increase his understanding and appreciation of some of the major areas of knowledge, and to develop skills and abilities commensurate with his vocational expectations. While the College recognizes that these processes neither begin nor end with the undergraduate years, the College's educational policies and procedures are intended to help students realize these objectives.

A. All curricula should support these educational objectives of the College.

B. All curricula should assure breadth and depth by approximating one-third of required work in general education and one-third in a major.

1. A balance is needed in all areas between introductory courses which may service majors in the area and which will serve as electives for those in other areas, and more specialized courses, usually requiring prerequisites, for majors. Highly specialized courses must be deferred to the post-graduate level.

C. All curricula are designed so that a student may choose a major in either his Freshman or Sophomore year. A student may major in two areas.

D. The Faculties are encouraged (1) to explore both nonconventional and conventional norms for majors, and (2) to develop long-range (3 - 5 year) plans for curriculum innovation.

E. Proliferation of courses is to be avoided.

1. There is to be a biannual review by the Academic Policy Committee to assure that all courses listed in the Catalog have been offered at least once during the past two years, or are designated to begin at specific times in the future.

2. The Faculties are to make a systematic review, at least every two years, to assure that there are no major overlaps in course content and normally, when recommending the addition of a course, there should be a recommendation to delete a course in the same area.

3. The Academic Policy Committee should attempt to determine guidelines for the number of courses offered in each area.

F. 1. Courses are to have a substantial theoretical content involving about 12 hours a week for the average student to do average work. The norm is (a) three meetings of 70 minutes a week or two meetings of one hour and 45 minutes a week, and (b) two hours of outside preparation for every hour of class. Some courses may meet five or six times a week and some once or twice. A course is determined by work, not contact hours.

2. Only those individuals holding faculty status may offer courses for credit.

G. 1. Honors work should be considered. Testing out of required courses and prerequisities is to be encouraged.

2. Remedial opportunities need to be developed, especially in English and Mathematics.

H. Curriculum experiments such as interdisciplinary courses, guided independent study, nonverbal approaches to learning, off-campus study programs, intercollege cooperative programs, television courses and programmed learning are to be encouraged, consistent with these principles of curriculum development and the wise use of faculty talents.

I. While concern should be given to the particular talents of new instructors, in developing curricula the continuity and consistency of the aforementioned objectives must be maintained.

Section 18. Requirements for Degree

All curricula include the following elements:

A. Completion of an approved major.

B. Successful completion of thirty courses (all grades A, B, C, and/or P) and three January Terms.

C. Former students who have not been dismissed for academic reasons may present three course credits of D grade (only one of which may be in their major) toward graduation requirements.

D. Four distributive elective courses as indicated in the Catalog.

E. Either 16 courses at New England College or 8 courses in the senior year at New England College.

F. These requirements will apply to all students, but the 4-1-4 conversion should not present undue hardship to students enrolled prior to May 30, 1972, who may graduate under the provisions of the 1971 Catalog.

Section 19. Midsemester Warning

The Registrar sets a date within ten days of the Midsemester Date for instructors to complete Midsemester Warnings for all Freshmen who are doing unsatisfactory work at that time. The instructor gives one copy to the student and the rest to the Registrar, who sends a copy to the Faculty Advisor, and the student's parents if he is under 18 years of age. Faculty Advisors are to confer with all Freshmen having two or more Midsemester Warnings.

Section 20 Withdrawal, Nonacademic Dismissal, Suspension

A. Withdrawal.

A student who wishes to withdraw from the College during a semester must apply in person to the Dean of Students for permission. If under 18 years of age or if his parents are billed for his tuition expenses, he must present written consent from his parents.

B. Students may be dismissed from the College for reasons other than academic only by the President upon recommendation of the Faculty Judiciary Board. The Dean of Students may suspend a student and recommend dismissal to the Faculty Judiciary Board, but no individual member of the Faculty or the Administration except the President may dismiss a student for any reason other than academic.

ARTICLE III

SPECIAL PROGRAMS

Section 1. Individually Designed Major

A Purpose
Curriculum flexibility to better serve the motivated student.

B Eligibility and Requirements
There will be a limit of 25 entering students a year for a total of 75. Open to students at the conclusion of the Freshman year and thereafter. Students must exhibit to the Committee strong motivation and capacity for self-direction.

C Description
The student develops his own curriculum, built around a problem, idea, issue, or theme, to culminate in a B.A. or a B.S. degree. The only prescribed courses are those required of all students.

D Off-Campus Study
The students may study off campus, e.g., at another college, in another country, or as an intern in business or at the New Hampshire Hospital, normally for a maximum of one semester. A semester of off-campus study passed results in credit for four courses and the January Term when appropriate. (Such study is described on the student's record along with the course equivalency).

E Administration
Administered by a committee consisting of 3 faculty appointed and 3 students selected by the Student Senate. The Committee chooses one of its members to coordinate the program.

F Registration
The student submits a curriculum proposal and rationale, sponsored by a Faculty Advisor (who may be a member of the Committee). Proposals must be accepted by two-thirds of the Committee. The Committee may suggest revision and resubmission.

G Evaluation
1. The student and his Faculty Advisor make a progress report to the Committee at the end of each semester.
2. The student studying off campus makes monthly oral or written reports to his Faculty Advisor.
3. For off-campus study at noncollegiate institutions, grading is pass - no record.
4. The IDM Coordinator will certify to the Faculty those students who have completed degree requirements.
5. The IDM Coordinator makes an evaluation of the program to the Academic Policy Committee at the end of each semester. Recommendations for changes in this policy will be given to the Academic Policy Committee, and the Committee will make a recommendation to the Faculty and the Dean of Academic Affairs.

Section 2 January Term

A General
1. Course credit is not granted for January Term activities, nor may such activities be used to fulfill general requirements other than the January Term requirement itself.
2. Except for graduation requirements, January Term activities in no way alter a student's academic status.
3. Rules and Regulations during the January Term will conform with those in effect during the Fall Semester and the Spring Semester as found in the Catalog and the Compass.

B. Purpose

To give the student the opportunity for uninterrupted investigation of a subject which particularly draws his interest. Intended to encourage the greatest possible exercise of creative imagination and independent inquiry, the programs require the student to be prime explorer.

C. Description

1. The prime criterion for a January Term activity is that it shows innovation and experimentation in at least one of the following ways: (a) in the subject presented for study, or (b) in the emphasis placed upon or the approach taken to that subject.
2. Students should be accorded every opportunity to create program offerings of their own, or to modify existing faculty program proposals. In either case it is understood that such student initiative must culminate in faculty sponsorship.
3. Four basic types of experiences are available: group activities and individual projects, both of which may take place on or off campus.
   a. Group activities and individual projects are both available.
   b. A Directed Study is a research, inquiry or investigation into a particular problem or subject normally by one individual working with a faculty member who provides advice and counsel and who is involved in a continuous role from preliminary planning through final evaluation.
   c. An Independent Study is a research, inquiry or investigation into a particular problem or subject normally by one individual working alone with a faculty member who is primarily involved in preliminary planning and final evaluation.
   d. An Internship is a learning and working experience arranged among student, faculty sponsor and employer in which the work experience is an essential component.
   e. January Term at another 4-1-4 school is individually arranged among the student, the Director of the January Term and the host school.

D. Administration

1. The January Term will be administered by the Director of the January Term and by the January Term Committee.
2. The Committee will consist of the Director, two faculty, and two students.

E. Eligibility and Requirements

1. To fulfill graduation requirements, each student must successfully complete three January Term activities. Students at NEC during the conversion to 4-1-4 use their status to determine the requirements.
   a. NEC Juniors during 1969-70 are not required to take a January Term.
   b. NEC Sophomores during 1969-70 are required to successfully complete one January Term.
   c. NEC Freshmen during 1969-70 are required to successfully complete two January Terms.
2. The graduation requirement for transfer students is as follows: those with senior status (22 - 29 courses) must successfully complete one January Term; juniors (14, but less than 22), one; sophomores (7, but less than 14), two; freshmen (less than 7 courses), three. Students who transfer from schools with January Term activities may apply no more than two January Term activities toward the three required for graduation.
3. Readmitted students and those returning from leave of absence not covered in 1a, b, c above meet the same requirement as transfer students.
4. All students may participate in a January Term beyond the number required for graduation.
5. Petitions to alter any guidelines must be directed to the Chairman of the January Term Committee; he may not, however, accept any petition to waive the January Term graduation requirement.

F. Registration

1. A student may be enrolled in only one January Term activity at one time. All full-time and part-time students may initiate participation in the January Term by submitting Registration forms. Special Students must consult with the Director to determine the appropriate fees.
2. Students from the NHCUC Consortium schools, as well as those from other 4-1-4 colleges, will be considered Visiting Students. Visiting Students register according to the guidelines of the January Term Committee.

3. A student dismissed at the end of the Fall Semester may enroll in the January Term; however, his participation in a terminal January Term will not change his academic status as a dismissed student.

4. Seniors graduating in December may, if they choose, participate in the January Term immediately following their graduation.

5. Changes in registration for the January Term are not permitted after the date established by the January Term Committee.

6. Students who must be absent from campus during January Term because of the requirements of activities must furnish the Director of the January Term with a release agreement attesting parent's or guardian's knowledge of the absence and arrangements for it, as well as their absolving the College responsibility for liability, injury or damage incurred by students while they are off campus.

7. Students involved in certain activities may be required to furnish the Director with some or all of the following: Medical Card, Health Form Release, Medical Service, and Health Certification.

G. Fees and Expenses
See Catalog and January Term Bulletin.

H. Evaluation

1. Grading. Upon successful completion of his January Term activity, a student receives a notation on his transcript (i.e., JT-71-02. Oriental Mind). No notation is posted on a student's transcript who, in the judgment of his instructor, has been unsuccessful in his activity.

2. No January Term activity will be entered on a student's transcript after four weeks following the conclusion of the activity.

3. In the case of Visiting Students, if a home institution wishes to grant credit for a January Term and the host institution does not give credit, the home institution evaluates the project and grants equivalency credit.

Section 3. Freshman Program
The program for Freshmen is supervised by the Director of the Freshman Program. Course opportunities, regulations, and suggestions pertaining to advising are incorporated in the Freshmen Catalog and the Compass.

Section 4. Internships
The Dean of Academic Affairs has authority for approval of Internship Programs and activities. Design and supervision of internships is undertaken by Faculties and individual faculty members.

Section 5. Diploma Nurse Program
The Diploma Nurse Program is supervised by the School of Continuing Education under the direction of the Dean of the School of Continuing Education.

ARTICLE IV

ACADEMIC CALENDAR

The academic year consists of two semesters, Fall and Spring, thirteen weeks of classes plus four optional examination days each, and one January Term of approximately four weeks.

(Subject also to provisions of Part I, Article VII)

ARTICLE V

ADMISSION, TRANSFER CREDIT, READMISSION, CONDITIONAL ADMISSION

Section 1. Admission

A. All candidates must submit the following:

1. Completed application form

2. A non-refundable application fee
3. Preliminary statement of physical fitness
4. High school transcript including senior grades, class rank and personality record
5. Recommendation by the secondary school principal or guidance counselor
6. The results of the Scholastic Aptitude Test administered by the College Entrance Examination Board.

B. The College will consider for admission qualified applicants who have received, or who expect to receive, a high school diploma or a high school equivalency certificate. All applicants are required to take a minimum of 12 college preparatory subjects. The recommended distribution is as follows: English - 4, Mathematics - 2, Science - 2, Social Studies - 2, Language - 2.

C. Although an interview is not a required part of the admissions procedure, applicants may visit the Henniker Campus for an interview if they so desire. Appointments should be made through the Admissions Office in advance of an applicant's visit.

D. The Admissions Office requires that all students take the College Entrance Examination Board Scholastic Aptitude Tests.

Section 2. Transfer Credit

A. Requests for transfer credit must be received in the Admissions Office by Registration day of the student's first semester, or by Registration day of any semester the student has been absent from the College. The student is to report all courses taken at other colleges prior to or subsequent to admission to NEC. Courses taken subsequent to admission to NEC to be used as transfer credit must be approved in advance by the Office of Academic Affairs.

B. When the Office of Academic Affairs reevaluates a transcript, the new evaluation is to be reported in writing to the student, Faculty Advisor, and Registrar.

C. Transfer credit taken prior to registration at NEC will not be used in determining a student's academic standing (i.e., Probation, Dismissal). Course work taken prior to or subsequent to registration as a regular student at NEC, either transferred from schools in the New Hampshire College and University Council or from other schools:

1. Will be given full course credit if the institution is on a course-based curriculum.
2. Will be translated according to the following conversion: One course is considered to be the equivalent of 4 credits. Fractions no smaller than ¼ course will be notated on the student's permanent record and may accumulate to constitute full course equivalencies.

D. Transfer credit is allowed only for acceptable courses of "C" or better at institutions with an A or B rating by the American Association of Collegiate Registrars and Admissions Officers. If a student transfers from a college with a C rating, he receives credit immediately for all courses at the level of "B" or better; and he receives provisional credit for all courses at the level of "C" if he is not put on academic probation for one of his first two semesters at NEC.

1. While no credit is to be given for a transfer course of a "D" grade, such a course may count toward fulfilling a course requirement for graduation or the prerequisite for such a required course.
2. Credit for courses will be given whether or not such or equivalent courses are offered at NEC, provided such courses are acceptable to the Transfer Counselor and the Dean of Academic Affairs.
3. All Associate Degree students (A.A.) graduating from fully accredited or "A" rated liberal arts colleges are admitted as full Juniors, and those from "C" rated liberal arts colleges are admitted as full Juniors if they are not put on academic probation for one of the first two semesters at NEC, with the stipulation in both cases that only up to 12 semester hours or 3 courses of "D" work may be presented for graduation.

E. Courses taken at nondegree granting agricultural schools, technical institutes, and business schools will not usually be accepted for credit at NEC. No credit will be allowed for: military service, courses in ROTC, AFROTC, etc., or courses less than the equavalent of ¼ course.

F. NEC will give credit for USAFI courses under the same conditions as other transfer credit, with the further stipulation that the Dean of Academic Affairs consult, and in exceptional circumstances, follow the recommendations outlined in Opportunities for Educational and Vocational Advancement (1965) published by the Commission on Accreditation of Service Experiences of the American Council on Education

G. Credit will not be given for C.C.T. general examinations. Students may petition for credit for C.C.T. subject examinations and USAFI Standardized Tests in Subject Areas.

H. Petitions for credit for correspondence courses will be considered by the Transfer Counselor and the Dean of Academic Affairs if the following minimum conditions are met:

1. No more than two courses may be accepted.
2. The college or university is accredited.
3. The college or university accepts its own correspondence courses for credit.

I. Freshman transfers have their transcripts evaluated by the Director of the Freshman Program and are assigned either a Freshman Advisor or a Major Advisor

Section 3. Readmission

Students who seek readmission to New England College must submit a completed readmission form in advance of the semester for which they are seeking admission, together with a medical form and a readmission fee. Students will be readmitted under the requirements of the catalogs of the College in effect at the time of readmission.

Section 4. Conditional Admission

A. The conditional admissions program is for students who do not meet regular admission criteria. Students should be admitted as "conditional" only when justification to do so is present.

B. The following procedures will apply to students admitted conditionally.

1. An advisor will be assigned to each student before the beginning of the semester.
2. The courses for the first year will be chosen in consultation with the advisor.
3. When deemed necessary, the advisor will assign remedial tutorial work.
4. If at the end of the first year the student has not met the College's minimum standards, he will be automatically dismissed.
5. All students admitted conditionally are to be reviewed by the Admissions Committee.

C. Responsibility for assuring that conditional students receive adequate academic advisement is delegated to the Associate Dean of Academic Affairs.

ARTICLE VI

AGREEMENTS WITH OTHER INSTITUTIONS

Inter-College Student Enrollment

New Hampshire College and University Council

Section 1. Course Enrollment

Ad hoc enrollment by students at other Council institutions for one or more courses during the academic year shall be permitted. Normally such courses, in addition to on-campus courses, should not exceed a full course-load, as defined by the policies of the student's home (sending) institution.

No financial charges shall be made, other than laboratory fees or fees for special instruction, which shall be billed to the student by the receiving institution.

Section 2. Full-Semester Enrollment

Students who desire to be admitted for extensive work at another institution within the Council shall be

permitted to do so. Such admission may be for a full semester or more, with concurrence by the cooperating institutions.

The student shall remain registered at his home (sending) institution, and shall continue to pay normal home college charges for tuition, and fees to his own institution.

The determination of room and board charges, student activities fee, and health fee will be an individual arrangement between the student and the receiving institution and the receiving institution will bill these charges directly to the student involved. The sending institution cannot guarantee room and board at the receiving institution.

Section 3. Home College Approval

All inquiries regarding the above study opportunities must be directed to the designated Cooperative Academic Programs Committee (CAPC) representative at the student's home institution. Students are advised that they must first obtain written approval of the CAPC representative and any other officials indicated by the stated policies of the home institution, in order to receive academic credit for courses taken at another Council institution.

Section 4. Other Exchange Matters

For policies governing other types of exchange, such as enrollment in summer school, at the Arundel Branch of New England College, at the Merrimack Valley Branch of the University of New Hampshire, or other extension programs, and for other related inquiries, the student is advised to consult the Cooperative Academic Programs Committee representative designated to handle student exchange matters on the student's own campus.

ARTICLE VII

ADVISING

The Faculty Advisor's primary function is to encourage and help the student to gain maximum benefit from his educational experience at the College.

Section 1. Freshman Advising Program

A. During Freshman Orientation prior to the Fall Semester, a group of faculty selected by the Director of the Freshman Program serve as curriculum consultants to those Freshmen who did not preregister during the summer. Freshmen who enter in the Spring Semester are advised through the Office of the Freshman Program.

B. The Director of the Freshman Program counsels Freshmen, signs any petitions or forms concerning adding or dropping or extra courses, and serves as Freshman Advisor for all Freshmen who do not choose Advisors during the first 30 days of the Semester.

C. Thirty days after the first day of classes, the Director of the Freshman Program assigns Advisors to those who have not made a choice by this date and distributes a list of Freshmen Advisors to all Faculty and Administrative offices. A student may request a change of Advisor at any time.

D. During the ten day change-of-course period the Office of the Freshman Program serves as a center where Freshmen may make routine course and section changes, following phone consultation with appropriate faculty.

E. Freshmen Advisors are responsible for assisting advisees with academic problems, referring them to the appropriate people, counseling those with two or more Midsemester Warnings, preregistering them for the Spring Semester, assisting in the preparation of petitions not covered in paragraph B and, if appropriate, meeting with the Academic Policy Committee concerning advisees.

Section 2. Major Advising Program

A. Students in residence normally choose a major and a Major Advisor prior to preregistration in the second semester of the Freshman year. Transfer and readmitted students with upperclass standing and those who have made substantial progress in a major they wish to retain are assigned a Major Advisor who assists them to preregister during special advising sessions just prior to Registration. A student may request a change of Advisor at any time.

B. Major Advisors are responsible for assisting advisees with academic problems referring them to appropriate people, preregistration and long-range curriculum planning, assisting in the preparation of petitions and, if appropriate, meeting the the Academic Policy Committee concerning advisees.

C. To assist Major Advisors in counseling on long-range curriculum planning, the Faculty Coordinators provide them with check sheets containing all curricula applicable to the major programs in which they counsel. Since students majoring in a single field may at times be working under four or more different catalogs, a number of different curricula may be required for some major fields. All appropriate curricula will be distributed to Advisors no later than two weeks prior to preregistration for any semester.

Section 3. Advisors to Extracurricular Organizations

A. Faculty are to be given the opportunity to express their willingness to serve as Advisors prior to their nomination or election by any organization.

B. Full time faculty serve as Advisors.

C. Some Advisors are elected by the organization and others appointed by the Dean of Students according to specializations needed for the organization.

D. Faculty Advisors and student officers are elected or appointed each Spring to serve the following academic year.

Section 4. Responsibility for Coordinating Advising Programs

Freshman Advisors	Director of the Freshman Program
Major Advisors	Associate Dean of Academic Affairs
Advisors to Extracurricular Organizations	Dean of Students

Section 5. Premedical and Prelegal Faculty Advisors

Premedical and Prelegal Advisors are appointed yearly by the Dean of Academic Affairs.

ARTICLE VIII

MISCELLANY

Section 1. Insurance on Exhibits

The College has a floater policy covering possible loss or damage to items placed on exhibit at the College. One requirement of the policy is that each exhibit be recorded with our insurance agent, Chag's Insurance Agency, prior to opening the exhibit. If this notification is not provided, the insurance has no effect. It is the responsibility of any individual contemplating sponsoring an exhibit to provide the required information to our insurance agency.

Section 2. Smoking

There is no smoking in classrooms, (except during Faculty meetings), laboratories, the New Science Building Auditorium, or the Library (except in designated rooms).

Section 3. Use of the Physical Plant

A. Classroom buildings are to be used only for scheduled classes, unless arrangements have been made with the Dean of Administrative Affairs.

B. Space in College facilities for meetings, social events, etc., will be assigned to any recognized College group by the Dean of Administrative Affairs. Groups using these facilities must be prepared to underwrite any unusual costs incurred solely because of their meeting.

C. Student Activity Offices are assigned by the Dean of Students.

D. The Dean of Administrative Affairs approves or rejects requests of outside groups for the use of College facilities, and in each instance of approval assigns to a staff member full responsibility for coordinating and supervising the group's use of the facilities.

ARTICLE IX

AMENDMENTS

Section 1. Part I and those sections of Part II dependent on Part I will be amended by negotation with Henniker-Arundel Faculty Federation.

Section 2. Those sections of Part II which are independent of Part I may be amended by appropriate committees, the Faculty-at-Large or appropriate administrative officers, subject to ratification by the Board of Trustees.

PART III

APPENDICES

APPENDIX A. Academic Organization of the Faculty-at-Large

APPENDIX B. Resolution of the Board of Trustees Authorizing Actions by the President, November 17, 1974

APPENDIX C. Resolution of the Board of Trustees Concerning Development of Career-Oriented Programs at the College, March 2, 1975

APPENDIX D. Letter to Members of the Faculty from the President Implementing the College's Final Proposal to Henniker-Arundel Faculty Federation, June 19, 1975.

APPENDIX A. Academic Organization of the Faculty-at-Large

Individual faculty members are organized at the Henniker Campus into Eight Faculties as follows:

Faculty in Arts
Faculty in Education
Faculty in Mathematics, Engineering and Physics
Faculty in History, Language and Literature
Faculty in Human Relations
Faculty in Management and Public Policy
Faculty in Natural Sciences
Faculty in Philosophy, Communications and American Studies

A complete list of faculty members together with the courses, majors and programs offered by each Faculty is printed in the New England College 1975-76 Course Catalog, pp. 32 - 43.

In addition to the eight Faculties, there is an English Board of Studies and a ninth Faculty for the British Campus (Arundel).

APPENDIX B. Resolution of the Board of Trustees Authorizing Actions by the President, November 17, 1974

The Board of Trustees recognizes its responsibilities to the present and future student body and hereby authorizes the President to take any steps necessary to continue operation of the College during the emergency that will exist from any job action by the faculty union. This includes but is not limited to the authority to suspend any procedures, modify any policies, and institute any policies and procedures that he deems necessary for the continued operation of the College.

APPENDIX C. Resolution of the Board of Trustees Concerning Development of Career-Oriented Programs at the College, March 2, 1975

The Board of Trustees commends and supports the adoption of programs which clarify present opportunities at the College and which respond to student needs within the liberal arts tradition of the College, specifically programs in American Studies, Environmental Studies, Communications, and Creative Writing.

The Board of Trustees, furthermore, instructs the President, and through him, the Dean of Academic Affairs, to incorporate in the College offerings programs and majors which, consistent with the liberal arts orientation of the College, nonetheless stress career, preprofessional and paraprofessional preparation of students.

APPENDIX D. Letter to Members of the Faculty from the President
Implementing the College's Final Proposal to Henniker Arundel Faculty Federation, June 19, 1975

To: All Faculty Members
From: J. Kenneth Cummiskey
President

You are aware, I am sure, that on May 22 or 23, 1975, the members of Henniker-Arundel Faculty Federation rejected by a vote of 20 - 12 an agreement which had been initialed at a formal bargaining session by authorized representatives of New England College and H-AFF. This agreement was the product of difficult and lengthy joint informal discussions among representatives of the two parties to the initialed agreement.

On June 2, 1975, I advised the Acting President of H-AFF that the sequence of events up to and including the rejection had created a legal impasse and that the College was making a final effort to break that impasse by offering once again the only proposal which now sat on the table, namely the final proposal of April 11, 1975. I advised H-AFF that it was most crucial that agreement to that proposal be reached on or before June 16, 1975. To this date, no such agreement has been forthcoming.

It is my conclusion that, after extensive bargaining, a legal impasse has been reached. It is also my observation, shared by many, that the process of bargaining as well as the lack of clarity of rules and regulations have created a situation in which the normal operations of the College are and have been seriously hampered. To give a single illustration, it is obvious that the College must provide faculty members with letters of appointment by June 30 and that this can be done only in terms of a clear set of rules which govern our operations.

I am, therefore, effective immediately, implementing the contract offer of April 11, 1975. A rule and procedure book will be prepared on the basis of that document for circulation to faculty members at the earliest possible moment.

People may well ask, "Why implement an offer which may provide, from the point of view of the union, 'less than' the initialed agreement of May 19, 1975?" The answer is simple – that final proposal is, as a result of the May 19 agreement rejection by H-AFF, the only official formally presented proposal from which we can proceed.

I am well aware that the April 11, 1975, proposal is flawed. For example, there are technical matters which were corrected by the May 19 agreement. There are also items which were left out in the course of negotiations, such as student representation on committees which both parties agreed to. There also are important substantive questions such as the 1975 - 76 salary scale which were not dealt with in the April 11 proposal but were resolved by the initialed agreement.

Obviously, these matters require the attention of both parties through the formal mechanism of negotiations. In implementing the April 11 proposal, I am, therefore, not suggesting that questions cannot or ought not to be discussed. Quite the contrary. The College will continue to bargain, as it has throughout these long months, in good faith. However, we need an ongoing guide manual to maintain the procedural integrity of the College's operation. The April 11 document provides the only viable option currently open to me.

With respect to salaries, your individual contracts will be issued and will indicate that your salaries for 1975 - 76 are identical to those of 1974 - 75. This does not indicate an intent on the College's part to refuse to offer a salary increase. What it does indicate is that, under the current impasse, we have no right, short of agreement by H-AFF, to unilaterally revise the salary schedule. I am hopeful that H-AFF will in fact agree by August 22 to a new salary structure so that by the time the Fall Semester begins and you receive your first checks for academic year 1975 - 76, you will be receiving the appropriate salary for your rank as a faculty member.

Again, let me suggest that it is the College's intent to bargain in good faith, but it is not the College's intent to continue an endless series of futile, unproductive, marathon dialogues which strangle all efforts to continue our normal business. I look forward to beginning the 1975 - 76 academic year operating under policies and procedures that are on record and clear to all involved.

I wish you all a productive and enjoyable summer.

66

J. Kenneth Cummiskey
President

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